

**AGREEMENT**

**BETWEEN**

**BOROUGH OF ELMWOOD PARK**

---

**AND**

**ELMWOOD PARK EMPLOYEES ASSOCIATION**

**JANUARY 1, 2014 THROUGH DECEMBER 31, 2015**

## INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	SALARIES	3
III	LONGEVITY	4
IV	HOURS OF WORK - OVERTIME	5
V	HOLIDAYS, PERSONAL DAYS & FUNERAL LEAVE	6
VI	INSURANCE	8
VII	VACATIONS	9
	VACATION ROLL IN	10
VIII	GRIEVANCE PROCEDURE	11
IX	TERMINAL LEAVE	13
X	SICK LEAVE	16
XI	SENIORITY	17
XII	SEVERABILITY AND SAVINGS	18
XIII	PROMOTIONS	19
XIV	TERM OF AGREEMENT AND CONTINUATION OF CONTRACT	20
	SCHEDULE A - JOB TITLES	21
	SCHEDULE B - SALARY BY TITLE	22
	SCHEDULE B-1 - JOB TITLES BY NAME	23

**PREAMBLE**

THIS AGREEMENT MADE THIS 21 DAY OF March 2014, BY AND BETWEEN THE BOROUGH OF ELMWOOD PARK, NEW JERSEY (HEREINAFTER REFERRED TO AS THE "BOROUGH"), AND ELMWOOD PARK EMPLOYEES ASSOCIATION (HEREINAFTER REFERRED TO AS THE "ASSOCIATION")

## ARTICLE I - RECOGNITION

THE BOROUGH HEREBY RECOGNIZES THE ELMWOOD PARK EMPLOYEE ASSOCIATION AS THE EXCLUSIVE REPRESENTATIVE OF THE EMPLOYEES IN THE NEGOTIATING UNIT OF ALL WHITE COLLAR EMPLOYEES AS SET FORTH ON SCHEDULE "A" ATTACHED HERETO.

THE PARTIES UNDERSTAND AND AGREE THAT THE CONTINUED INCLUSION OF THE TITLES OF COURT ADMINISTRATOR, DEPUTY COURT ADMINISTRATOR AND ASSISTANT VIOLATIONS CLERK/TYPING SHALL BE DETERMINED BY THE ADMINISTRATIVE OFFICE OF THE COURTS AND/OR THE PUBLIC EMPLOYMENT RELATIONS COMMISSION.

## ARTICLE II - SALARIES

EMPLOYEES SHALL BE PAID IN ACCORDANCE WITH THE SALARY SCHEDULE ATTACHED HERETO AS SCHEDULE "A."

THE SALARY SCHEDULE REFLECTS ADJUSTMENTS TO WAGE RATES IN EACH TITLE AS PER:

SCHEDULE A:

2014	BASE SALARY	\$835.00 INCREASE
2015	BASE SALARY	\$835.00 INCREASE

ANNIVERSARY STIPENDS ARE OUTLINED ON PAGE 22 OF THIS AGREEMENT.

### ARTICLE III - LONGEVITY

IN ADDITION TO SALARIES, WAGES, OR OTHER PAYMENTS HEREUNDER, EACH EMPLOYEE SHALL RECEIVE LONGEVITY COMPENSATION BASED UPON YEARS OF SERVICE WITH THE BOROUGH AS FOLLOWS:

Completion of the 3rd year to completion of the 5th year	1%
Beginning of the 6th year to the completion of the 8th year	2%
Beginning of the 9th year to the completion of the 11th year	3%
Beginning of the 12th year to the completion of the 14th year	4%
Beginning of the 15th year to the completion of the 20th year	5%
Beginning of the 21st year to the completion of the 24th year	6%
Beginning of the 25th year and over	8%

SUCH PAYMENT SHALL BE MADE ANNUALLY.

SUCH PAYMENTS SHALL BE ADDED TO EACH EMPLOYEES BASE ANNUAL SALARY.

EMPLOYEES HIRED AFTER JANUARY 1, 2007 SHALL RECEIVE NO LONGEVITY.

#### ARTICLE IV - HOURS OF WORK - OVERTIME

ALL EMPLOYEES SHALL WORK A BASIC THIRTY-TWO AND ONE-HALF HOUR (32 1/2) WORKWEEK CONSISTING OF 8:00 A.M. to 3:00 P.M. (DPW ONLY) or 8:30 A.M. to 4:00 P.M. OR 9:00 A.M. TO 4:30 P.M. (WITH THE EXCEPTION OF THE DPW CLERK TYPIST). 6 1/2 HOURS EACH DAY FOR FIVE (5) DAYS EACH WEEK, WITH ONE (1) HOUR FOR AN UNPAID LUNCH BREAK IN EACH DAY.

OVERTIME AT THE RATE OF ONE AND ONE-HALF (1 1/2) TIMES THE REGULAR BASE RATE OF PAY CALCULATED ON AN HOURLY BASIS, SHALL BE PAID FOR EACH HOUR WORKED IN EXCESS OF FORTY (40) HOURS PER WEEK OR ON SATURDAY, SUNDAY, AND HOLIDAYS. FOR HOURS WORKED BETWEEN THIRTY TWO AND ONE-HALF (32 1/2) HOURS TO FORTY (40) HOURS PER WEEK, THE EMPLOYEE WILL EITHER RECEIVE AT HIS/HER OPTION STRAIGHT TIME PAY OR EQUAL COMP TIME HOURS.

## ARTICLE V - HOLIDAYS, PERSONAL DAYS AND FUNERAL LEAVE

### SECTION 1: HOLIDAYS

EACH EMPLOYEE SHALL ENJOY THE FOLLOWING FOURTEEN AND HALF PAID HOLIDAYS:

NEW YEARS DAY	LABOR DAY
MARTIN LUTHER KING	COLUMBUS DAY
LINCOLN'S BIRTHDAY*	ELECTION DAY
PRESIDENT'S DAY	VETERAN'S DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	FRIDAY AFTER THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS EVE (1/2 DAY)
CHRISTMAS DAY	

\*ON LINCOLN'S BIRTHDAY THE BOROUGH OFFICES WILL BE OPEN AND THE HOLIDAY WILL BE CONSIDERED A FLOATER TO BE TAKEN BY THE EMPLOYEE AT THEIR CHOICE AS LONG AS THE DAY, IS AGREEABLE WITH HIS/HER DEPARTMENT HEAD.

IN THE EVENT THAT A HOLIDAY FALLS ON A SUNDAY, THE FOLLOWING MONDAY SHALL BE OBSERVED AS A HOLIDAY. IN THE EVENT THE HOLIDAY FALLS ON A SATURDAY, THE PROCEEDING FRIDAY SHALL BE OBSERVED AS THE HOLIDAY. THIS PROVISION SHALL NOT APPLY TO PART TIME EMPLOYEES COMPENSATED ON AN HOURLY BASIS.

### SECTION 2: PERSONAL DAYS

EACH EMPLOYEE SHALL BE ENTITLED TO TWO (2) PERSONAL LEAVE DAYS ANNUALLY WITHOUT LOSS OF PAY IN ADDITION TO ANY OTHER TIME OFF PROVIDED FOR IN THIS AGREEMENT.

### SECTION 3: FUNERAL LEAVE

A DEATH IN THE EMPLOYEE'S IMMEDIATE FAMILY SHALL NOT BE CHARGED AGAINST HIS/HER COMPENSATORY DAYS. TIME OFF SHALL BE GIVEN FROM THE DAY OF DEATH UP TO AND INCLUDING THE DAY AFTER THE FUNERAL, WITH A MAXIMUM OF THREE (3) DAYS, UNLESS GRANTED

ADDITIONAL TIME DUE TO EXTENUATING CIRCUMSTANCES BY THE MUNICIPAL CLERK.

IMMEDIATE FAMILY SHALL BE DEFINED AS FOLLOWS: MOTHER, FATHER, SON, DAUGHTER, SISTER, BROTHER, SPOUSE, MOTHER-IN-LAW, FATHER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, NIECE, NEPHEW, GRANDCHILDREN, GRANDPARENTS, AND ALL OTHER RELATIVES RESIDING AT THE EMPLOYEE'S HOUSEHOLD.

---

## ARTICLE VI - INSURANCE

EFFECTIVE AS OF COMMENCEMENT OF THIS AGREEMENT, THE AMOUNT OF CONTRIBUTIONS BY EMPLOYEES SHALL NOT EXCEED ONE AND ONE-HALF (1.5%) PERCENT OF BASE SALARY. ALL INSURANCE POLICIES, OR THEIR EQUIVALENT, EFFECTIVE AS OF THE COMMENCEMENT OF THIS AGREEMENT SHALL BE CONTINUED IN FULL FORCE AND EFFECTIVE DURING THE TERM OF THIS AGREEMENT INCLUDING CHAPTER 88 HEALTH INSURANCE COVERAGE FOR RETIRED EMPLOYEES OF THIS UNIT. THE DENTAL, PRESCRIPTION PLAN EFFECTIVE AS OF THE COMMENCEMENT OF THIS AGREEMENT SHALL BE CONTINUED IN FULL FORCE AND EFFECTIVE DURING THE TERM OF THIS AGREEMENT.

EYECARE COVERAGE WILL BEGIN JANUARY 1,1999 FOR EITHER EMPLOYEE OR FAMILY MEMBER WITH A TOTAL REIMBURSEMENT OF ONE HUNDRED AND FIFTY DOLLARS (\$150.00) PER YEAR.

THE REQUIRED STATUTORY AMOUNT SHALL BE DEDUCTED FROM THE EMPLOYEE'S SALARY AS A BENEFIT CONTRIBUTION AS PER NEW JERSEY STATE LAW AT THE TIME OF THE RATIFICATION OF THIS COLLECTIVE BARGAINING AGREEMENT.

## **ARTICLE VII - VACATIONS**

ALL FULL TIME EMPLOYEES BE ALLOWED VACATION LEAVE FROM HIRED PRIOR TO JANUARY 1, 2012 SHALL THEIR EMPLOYMENT WITH THE CONINUANCE OF COMPENSATION PROVIDED HEREIN, IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<b>Years</b>	<b>Vacation Days Due</b>
1st year of service	1 day per month worked
2nd to 5th year of service	12 working days
Completion of the 4th year to 10th year of service	12 working days plus 1 working day for each year over 5 worked
Completion of the 10th year to completion of the 15th year of service	20 working days
Beginning of the 16th year to completion of the 20th year of service	25 working days
Beginning of 21st year of service and over	30 working days
Employees hired after 1/1/96 - completion of 20 years of service	25 working days

EMPLOYEES HIRED AFTER JANUARY 1, 2012 SHALL BE ALLOWED VACATION LEAVE FROM THEIR EMPLOYMENT WITH THE CONINUANCE OF COMPENSATION PROVIDED HEREIN, IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<b>Years</b>	<b>Vacation Days Due</b>
1	1 day per month worked
2	12 working days
3	12 working days
4	12 working days
5	12 working days
6	13 working days
7	14 working days
8	15 working days
9	16 working days
10	17 working days
11 or more	20 working days

DURING AN EMPLOYEE'S VACATION, A TEMPORARY REPLACEMENT SHALL BE PROVIDED TO PERFORM AT LEAST A PORTION OF THE SAID EMPLOYEE'S DUTIES DURING THAT PERIOD.

WHERE IN ANY CALENDAR YEAR THE VACATION OR ANY PART THEREOF IS NOT TAKEN OR GRANTED, IT SHALL ACCUMULATE AND BE GRANTED IN THE NEXT SUCCEEDING CALENDAR YEAR ONLY, SUBJECT TO THE APPROVAL OF THE BOROUGH COUNCIL, WHICH APPROVAL SHALL NOT BE REASONABLY WITHHELD.

EMPLOYEES SHALL BE PROHIBITED FROM HAVING ANY MORE THAN TWO (2) YEARS OF VACATION TIME BANKED AT ANY GIVEN TIME.

UPON COMPLETION OF 5 YEARS OF CONTINUOUS SERVICE EACH EMPLOYEE MAY BUY BACK 1 WEEK (5 DAYS) OF VACATION TIME AT REGULAR SALARY, SUBJECT TO THE APPROVAL OF THE MUNICIPAL CLERK. IT IS UNDERSTOOD THAT THE BOROUGH SHALL MAKE THE PAYMENT FOR 1 WEEK (5 DAYS) BUY BACK IN A CHECK, SEPARATE FROM THE REGULAR PAY CHECK.

UPON COMPLETION OF EACH RESPECTIVE EMPLOYEE'S TWENTIETH (20TH) YEAR OF EMPLOYMENT, HE OR SHE MAY OPT TO:

- (A) RECEIVE MONETARY INCRUMENT IN PAYROLL NOT TO EXCEED TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), IN LIEU OF PRO-RATED VACATION DAYS.
- (B) THAT THE EMPLOYEE NOTIFIES THE EMPLOYER THAT HE OR SHE IS OPTING FOR THIS MONETARY INCRUMENT IN THE YEAR IMMEDIATELY PRIOR WITH THE EXCEPTION OF THE CURRENT YEAR.

## ARTICLE VII - GRIEVANCE PROCEDURE

A GRIEVANCE IS ANY FORMAL DISPUTE CONCERNING THE INTERPRETATION, APPLICATION AND ENFORCEMENT OF ANY PERSONNEL POLICY OR PROCEDURE OR VIOLATION OF CONTRACT OF THE BOROUGH. GRIEVANCES FROM UNION EMPLOYEES WILL BE HANDLED PURSUANT TO THE TERMS OF THE APPLICABLE BARGAINING UNIT AGREEMENT. IN THE EVENT OF A SETTLEMENT OR RULING THAT RESULTS IN A DETERMINATION OF MONETARY LIABILITY, SUCH LIABILITY SHALL NOT EXCEED MORE THAN THIRTY (30) WORKING DAYS PRIOR TO THE DATE THE GRIEVANCE WAS FIRST PRESENTED IN WRITING.

**STEP ONE:** ANY EMPLOYEE OR GROUP OF EMPLOYEES WITH A GRIEVANCE SHALL VERBALLY COMMUNICATE THE GRIEVANCE TO THE SUPERVISOR OR DEPARTMENT HEAD WHO WILL DISCUSS THE MATTER WITH THE MUNICIPAL CLERK. HE OR SHE MAY BE REPRESENTED BY A MEMBER OF THEIR UNION. SHOULD THE UNION DECLINE TO REPRESENT THE EMPLOYEE, THE EMPLOYEE SHALL HAVE THE RIGHT TO PROCEED WITHOUT SUCH REPRESENTATION. THE SUPERVISOR OR DEPARTMENT HEAD WILL COMMUNICATE THE DECISION TO THE EMPLOYEE AND THE UNION WITHIN TWO (2) WORKING DAYS.

**STEP TWO:** IF THE EMPLOYEE IS NOT SATISFIED WITH THE DECISION OF THE SUPERVISOR OR DEPARTMENT HEAD, THE EMPLOYEE MAY APPEAL THE DECISION AND SUBMIT A WRITTEN GRIEVANCE TO THE MUNICIPAL CLERK DETAILING THE FACTS AND THE RELIEF REQUESTED. THE DECISION IN STEP ONE WILL BE DEEMED FINAL IF THE EMPLOYEE FAILS TO SUBMIT A WRITTEN GRIEVANCE WITHIN FIVE (5) WORKING DAYS OF THE STEP ONE DECISION. AFTER CONSULTING THE BOROUGH ATTORNEY, AS APPROPRIATE, THE MUNICIPAL CLERK WILL RENDER A WRITTEN DECISION TO THE EMPLOYEE WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF THE WRITTEN GRIEVANCE.

**STEP THREE:** IF THE EMPLOYEE IS NOT SATISFIED WITH THE DECISION OF THE MUNICIPAL CLERK, THE EMPLOYEE MAY APPEAL THE DECISION AND SUBMIT A WRITTEN GRIEVANCE TO THE MAYOR AND COUNCIL, THROUGH THE MUNICIPAL CLERK, DETAILING THE FACTS AND THE RELIEF REQUESTED ALONG WITH ALL PREVIOUS WRITINGS ON THE MATTER. THE DECISION IN STEP TWO WILL BE DEEMED FINAL IF THE EMPLOYEE FAILS TO SUBMIT A WRITTEN GRIEVANCE WITHIN TEN (10) WORKING DAYS OF THE STEP ONE DECISION. WITHIN THE NEXT THIRTY (30) DAYS, THE BOROUGH COUNCIL SHALL CONDUCT A HEARING AND THEREAFTER RENDER A WRITTEN DETERMINATION WITHIN TEN (10) DAYS AND SHALL ADVISE BOTH THE EMPLOYEE AND THE UNION OF SUCH DECISION IMMEDIATELY THEREAFTER AND FORWRAD THEM A COPY OF ITS DETERMINATION.

**STEP FOUR:** IF THE EMPLOYEE IS NOT SATISFIED WITH THE DECISION OF THE MAYOR AND COUNCIL, THE EMPLOYEE MAY APPEAL THE DECISION TO AN ARBITRATOR APPOINTED BY THE PUBLIC EMPLOYMENT RELATIONS COMMISSION. THE ARBITRATOR SHALL HAVE THE FULL POWER TO HEAR THE GRIEVANECE AND MAKE A FINAL, NON-BINDING DECISION, WHICH DECISION SHALL NEITHER MODIFY, ADD TO, NOR SUBTRACT FROM THE TERMS OF THIS AGREEMENT AND THE REFERENCE POLICIES. THE DECISION SHALL BE RENDERED WITHIN THIRTY (30) DAYS AFTER THE COMPLETION OF THE HEARING BUT SHALL NOT BE BINDING ON EITHER PARTY. THE COST OF THE ARBITRATOR AND HIS/HER EXPENSES SHALL BE BORNE EQUALLY BY BOTH PARTIES, UNLESS OTHERWISE PROVIDED FOR BY LAW.

THESE LIMITATIONS DO NOT APPLY TO EMPLOYEE COMPLAINTS MADE UNDER THE GENERAL ANTI-HARASSMENT POLICY, THE ANTI-SEXUAL HARASSMENT POLICY OR THE WHISTLE BLOWER POLICY.

## ARTICLE IX - TERMINAL LEAVE

EACH EMPLOYEE DESIRING TO RETIRE FROM EMPLOYMENT SHALL RECEIVE A TERMINAL LEAVE PAYMENT IMMEDIATELY PRIOR TO HIS/HER SAID RETIREMENT PROVIDED THAT THE EMPLOYEE NOTIFIES THE BOROUGH OF HIS/HER INTENDED RETIREMENT PRIOR TO FEBRUARY 15<sup>TH</sup> OF THE YEAR OF THE EFFECTIVE DATE OF THE SAID RETIREMENT.

SUCH TERMINAL LEAVE PAYMENT, FOR ALL EMPLOYEES HIRED PRIOR TO JANUARY 1, 1993, SHALL BE MADE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

Years	Terminal Time Due
1	1 month's pay
2	1 month's pay
3	1 month's pay
4	1 month's pay
5	1 month's pay
6	1 month's pay
7	1 month's pay
8	2 month's pay
9	2 month's pay
10	2 month's pay
11	2 month's pay
12	2 month's pay
13	2 month's pay
14	2 month's pay
15	3 month's pay
16	3 month's pay
17	3 month's pay
18	3 month's pay
19	3 month's pay
20	3 month's pay
21	3 month's pay
22 or more	4 month's pay

SUCH TERMINAL LEAVE PAYMENT FOR ALL EMPLOYEES HIRED AFTER JANUARY 1, 1993,  
SHALL BE MADE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

Years	Terminal Time Due
1	No payment
2	No payment
3	No payment
4	No payment
5	No payment
6	No payment
7	No payment
8	No payment
9	No payment
10	1 month's pay
11	1 month's pay
12	1 month's pay
13	1 month's pay
14	1 month's pay
15	1 month's pay
16	1 month's pay
17	1 month's pay
18	1 month's pay
19	1 month's pay
20 or more	2 month's pay

EMPLOYEES HIRED AFTER JANUARY 1, 1996 SHALL RECEIVE NO TERMINAL LEAVE PAY.

#### **SICK DAYS**

IMMEDIATELY PRIOR TO RETIREMENT, EACH EMPLOYEE SHALL RECEIVE A SUM EQUIVALENT TO THE VALUE OF ONE-HALF (1/2) OF ALL ACCUMULATED SICK LEAVE FROM JANUARY 1, 1962, TO THE EFFECTIVE DATE OF THE EMPLOYEE'S RETIREMENT, NOT TO EXCEED A VALUE EQUAL TO SIXTY (60) WORKING DAYS.

ALL EMPLOYEES COVERED HEREIN SHALL BE PERMITTED TO EXERCISE HIS/HER OPTION TO RECEIVE TERMINAL LEAVE, VESTED VACATION LEAVE AND CREDITED SICK LEAVE IN A LUMP SUM CASH PAYMENT OR IN PAID LEAVE TIME PRIOR TO THE EFFECTIVE DATE OF THE EMPLOYEE'S RETIREMENT.

EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1988 SHALL RECEIVE PAYMENT FOR THE ABOVE ONLY IN A CASH LUMP SUM PAYMENT.

## ARTICLE X - SICK LEAVE

- (A) ALL FULL TIME EMPLOYEES SHALL BE COMPENSATED ANNUALLY FOR UP TO FIFTEEN (15) DAYS ABSENCE FROM WORK BY REASON OF ILLNESS. SHOULD THE EMPLOYEE REQUIRE NONE OR ONLY A PORTION OF THE EARNED SICK LEAVE FOR ANY YEAR, THE AMOUNT NOT TAKEN SHALL ACCUMULATE TO THE EMPLOYEE'S CREDIT FROM YEAR TO YEAR.
- (B) THE PARTIES AGREE THAT AN EMPLOYEE ASSISTANCE PROGRAM SHALL BE ESTABLISHED WHICH SHALL BE VOLUNTARY, STRICTLY CONFIDENTIAL AND DISTINCT FROM ANY ADVERSE CONSEQUENCES TOWARD EMPLOYMENT. SAID PROGRAM SHALL HAVE AS ITS SOLE PURPOSE THE ENCOURAGEMENT OF EMPLOYEES TO OBTAIN ASSISTANCE FOR SERIOUS AFFLICtIONS (EG. ALCOHOLISM).
-

## ARTICLE XI - SENIORITY

- (A) IN THE EVENT THAT ANY EMPLOYMENT OPPORTUNITY OCCURS IN THE CLASSIFIED SERVICE, ANY PROVISIONAL APPOINTMENT THERETO SHALL BE BASED UPON SENIORITY PROVIDING THAT THE SAID APPINTEE POSSESSES THE QUALIFICATIONS NECESSARY TO PERFORM THE DUTIES OF THE POSITION AND PROVIDED FURTHER THAT THE EMPLOYEE ACCEPTS THE POSITION WITHIN FIVE (5) DAYS OF IT BEING OFFERED TO HIM OR HER. THEREAFTER, THE BOROUGH SHALL, WITHIN A REASONABLE PERIOD OF TIME, CALL FOR A DEPARTMENT OF PERSONNEL EXAMINATION BEFORE PERMANENT APPIONTMENT IS MADE.
- (B) ALL APPOINTMENTS UNDER THIS PROVISION SHALL BE IN CONFORMITY WITH ALL REGULATIONS OF DEPARTMENT OF PERSONNEL AND APPLICABLE STATUTES INVOLVING THE DEPARTMENT OF PERSONNEL.
- 
- (C) CONSISTENT WITH THE PRINCIPLE OF A FAIR DAY'S WORK FOR A FAIR DAY'S PAY, AND CONSISTENT WITH THE EMPLOYEE'S WELFARE IN REGARD TO SAFETY, HEALTH, AND SUSTAINED EFFORT, THE EMPLOYEES HEREIN AGREE TO COOPERATE WITH MANAGEMENT IN ITS EFFORT TO INCREASE EMPLOYEE EFFECTIVENESS AND PRODUCTIVITY, PROVIDED THAT DISPUTES CONCERNING PROPER WORKLOAD ASSIGNMENTS AND COMPENSATION THEREFORE SHALL BE SUBJECT TO THE GRIEVANCE PROCEDURE OF THIS CONTRACT.

## ARTICLE XII - SEVERABILITY AND SAVINGS

IF ANY PROVISIONS OF THIS AGREEMENT OR ANY APPLICATION OF THIS AGREEMENT TO ANY EMPLOYEE OR GROUP OF EMPLOYEES IS HELD INVALID BY OPERATION OF LAW, OR BY A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION, SUCH PROVISIONS SHALL NOT BE AFFECTED THEREBY AND SHALL CONTINUE IN FULL FORCE AND EFFECT.

---

### **ARTICLE XIII - PROMOTIONS**

PROMOTIONS WILL BE DETERMINED BY THE COUNCIL. NOTIFICATION TO THE UNION REPRESENTATIVES FOR APPROVAL OR DISAPPROVAL.

---

**ARTICLE XIV - TERM OF AGREEMENT AND CONTINUATION**  
**OF CONTRACT PROVISIONS**

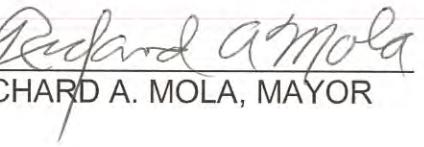
THIS AGREEMENT SHALL BE EFFECTIVE FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2015 FOR ALL TERMS AND CONDITIONS OF EMPLOYMENT.

ALL OF THE PROVISIONS OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT BEYOND THE STATED EXPIRATION DATE SET FORTH HEREIN UNTIL A SUCCESSOR AGREEMENT IS EXECUTED AND BECOMES EFFECTIVE.

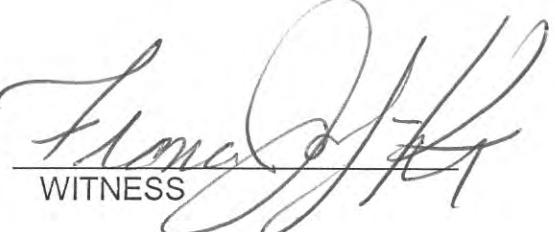
ATTEST:

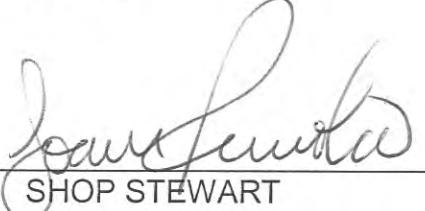
BOROUGH OF ELMWOOD PARK

BY:   
KEITH KAZMARK, RMC/CMC/MMC

BY:   
RICHARD A. MOLA, MAYOR

ELMWOOD PARK EMPLOYEE  
ASSOCIATION WHITE  
COLLAR UNIT

BY:   
WITNESS

BY:   
SHOP STEWART

## SCHEDULE "A" - JOB TITLES

TECHNICAL ASSISTANT TO CODE OFFICIAL
KEYBOARDING CLERK I/DEPUTY MUNICIPAL CLERK
SENIOR KEYBOARDING CLERK I (MAYOR'S OFFICE)
DEPUTY COURT ADMINISTRATOR
ASSISTANT VIOLATIONS CLERK/KEYBOARDING
PRINCIPAL CLERK TYPIST (HEALTH DEPARTMENT)
SENIOR KEYBOARDING CLERK I (TAX COLLECTOR)
SENIOR KEYBOARDING CLERK I (TAX COLLECTOR)
SENIOR KEYBOARDING CLERK I (DPW)
SENIOR KEYBOARDING CLERK I (POLICE DEPARTMENT)
PUBLIC SAFETY TELECOMMUNICATOR
KEYBOARDING CLERK I/CUSTODIAN OF FUNDS (FINANCE)
KEYBOARDING CLERK I/ASSISTANT MUNICIPAL CLERK
KEYBOARDING CLERK I/RECREATION LEADER
KEYBOARDING CLERK I/TAX ASSESSOR CLERK

<u>TITLE</u>	<u>HIRE DATE</u>	<u>2014 SALARY</u>	<u>2015 SALARY</u>
TECHNICAL ASSISTANT TO CODE OFFICIAL	8/3/1994	52,867.00	53,702.00
KEYBOARDING CLERK I/DEPUTY MUNICIPAL CLERK	1/1/2010	33,785.00	34,620.00
SENIOR KEYBOARDING CLERK I (MAYOR'S OFFICE)	6/8/1992	62,948.00	63,783.00
DEPUTY COURT ADMINISTRATOR	7/1/1993	53,780.50	54,615.50
ASSISTANT VIOLATIONS CLERK/KEYBOARDING	3/26/2012	29,085.00	29,920.00
PRINCIPAL CLERK TYPIST (HEALTH DEPARTMENT)	7/1/1993	55,001.50	55,836.50
SENIOR KEYBOARDING CLERK I (TAX COLLECTOR)	10/15/1998	44,645.50	45,480.50
SENIOR KEYBOARDING CLERK I (TAX COLLECTOR)	7/22/2002	38,758.50	39,593.50
SENIOR KEYBOARDING CLERK I (DPW)	2/24/2003	37,033.00	37,868.00
SENIOR KEYBOARDING CLERK I (POLICE DEPARTMENT)	4/25/2005	33,840.83	34,675.83
PUBLIC SAFETY TELECOMMUNICATOR	3/5/2001	50,786.25	51,621.25
PUBLIC SAFETY TELECOMMUNICATOR	1/7/2013	31,835.00	32,670.00
PUBLIC SAFETY TELECOMMUNICATOR	1/7/2013	31,835.00	32,670.00
PUBLIC SAFETY TELECOMMUNICATOR	1/21/2013	31,835.00	32,670.00
KEYBOARDING CLERK I/CUSTODIAN OF FUNDS (FINANCE)	5/15/2011	36,335.00	37,170.00
KEYBOARDING CLERK I/ASSISTANT MUNICIPAL CLERK	4/16/2012	32,085.00	32,920.00
KEYBOARDING CLERK I/RECREATION LEADER	5/13/2013	30,835.00	31,670.00
KEYBOARDING CLERK I/TAX ASSESSOR CLERK	5/1/2013	30,335.00	31,170.00
STARTING SALARY - KEYBOARDING CLERK		27,500.00	27,500.00

#### SCHEDULE "B" — SALARY BY TITLE

#### SECTION 1: SALARIES

#### SECTION II: STIPENDS & EDUCATIONAL INCENTIVE

1. Upon the employees five (5) year anniversary, said employee shall receive Five Hundred Dollars (\$500.00).
2. Upon the employees six (6) year anniversary, said employee shall receive Five Hundred Dollars (\$500.00).
3. Upon the successful completion of an approved educational certification program (passing of state exam, where applicable) an employee will be provided with a onetime 5% base salary increase. Said approval must be granted by the Department Head and the Municipal Clerk.

#### SECTION III: MISCELLANEOUS

1. First raise to be given on first anniversary, thereafter January 1st of each year.
2. Titled hires are to be in accordance with the Civil Service Salary Range.
3. Salary for promotions to be agreed upon at the time of promotion by the Mayor and Council and the Association.

**SCHEDULE B-1 - JOB TITLES BY NAME**

TECHNICAL ASSISTANT TO CODE OFFICIAL	CARRIE PARRETTI
KEYBOARDING CLERK I/ DEPUTY MUNICIPAL CLERK	BARBARA DISPOTO
SENIOR KEYBOARDING CLERK I (MAYOR'S OFFICE)	PATRICIA BURKE
DEPUTY COURT ADMINISTRATOR	DAWN MARSHAL
ASSISTANT VIOLATIONS CLERK/KEYBOARDING	ELIZABETH E. CACERES
PRINCIPAL CLERK TYPIST (HEALTH DEPARTMENT)	MICHELLE INGRASSELINO
SENIOR KEYBOARDING CLERK I (TAX COLLECTOR)	MARGE CHAKONIS
SENIOR KEYBOARDING CLERK I (TAX COLLECTOR)	LORI SPROVEIRO
SENIOR KEYBOARDING CLERK I (DPW)	JOAN PINNOLA
SENIOR KEYBOARDING CLERK I (POLICE DEPARTMENT)	DEBBIE BULMER
PUBLIC SAFETY TELECOMMUNICATOR	DOLORES CALANDRIELLO
PUBLIC SAFETY TELECOMMUNICATOR	KAREN VANKAT
PUBLIC SAFETY TELECOMMUNICATOR	DARLENE RUTKOWSKI
PUBLIC SAFETY TELECOMMUNICATOR	CORY RAYMOND
KEYBOARDING CLERK I/CUSTODIAN OF FUNDS (FINANCE)	FRANCIE JOSEPH- KEATING
KEYBOARDING CLERK I/ASSISTANT MUNICIPAL CLERK	SANDRA OLIVOLA
KEYBOARDING CLERK I/CLERK I/REACREATION LEADER	THOMAS DESIERVO
KEYBOARDING CLERK II / TAX ASSESSOR CLERK	DORIS EMILY YARLEQUE